



Atlantic County Document Summary Sheet



ATLANTIC COUNTY, NJ
EDWARD P. McGETTIGAN, COUNTY CLERK
RCPT # 1440736 RECD BY Robin
REC FEE \$140.00 CDN \$3,000,000.00
RTF \$63,775.00
RECD 12/07/2018 09:26:29 AM
INST # 2018062027 VOL 14530

ATLANTIC COUNTY CLERK
5901 MAIN ST
MAYS LANDING, NJ 08330

Return Name and Address

Surety Title Company, LLC
1555 Zion Road
Northfield, NJ 08225
79898NF-01

Official Use Only

Submitting Company		Surety Title Company, LLC			
Document Date (mm/dd/yyyy)		12/6/2018			
Document Type		Deed			
No. of Pages of the Original Signed Document (Including the cover sheet)		11			
Consideration Amount (if applicable)		\$3,000,000.00			
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s)	Last Name First Name Middle Initial Suffix (or Company Name as written)		Address (Optional)	
	Plaza Hotel Management Company		5800 SW 97th Street Miami, FL 33156-2060		
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s)	Last Name First Name Middle Initial Suffix (or Company Name as written)		Address (Optional)	
	IEP AC Plaza LLC		767 Fifth Avenue, 47th Floor New York, NY 10022		
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	City of Atlantic City	39	2		2234, 2301 Pacific Avenue Atlantic City, NJ 08401
	City of Atlantic City	39	7		
	City of Atlantic City	163	42		
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

DO NOT REMOVE THIS PAGE

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF ATLANTIC COUNTY FILING RECORD, RETAIN THIS PAGE FOR FUTURE REFERENCE.

79898 NF
Record & Return to
Surety Title
1555 Zion Road
Northfield, NJ 08225

Prepared by: Robin F. Lewis, Esq.
Robin F. Lewis, Esq.

DEED

THIS DEED is made as of the 6th day of December, 2018,

BETWEEN

PLAZA HOTEL MANAGEMENT COMPANY, a New Jersey partnership, having an address at c/o Stanoff Corporation, 5800 SW 97th Street, Miami, Florida 33156-2060, referred to as GRANTOR,

AND

IEP AC PLAZA LLC, a New Jersey limited liability company, having an address at 767 Fifth Avenue, 47th Floor, New York, New York 10022, referred to as GRANTEE. The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the real property described below to the Grantee. This transfer is made for the sum of Three Million and 00/100 (\$3,000,000.00) Dollars and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Atlantic City, Block 39, Lots 2 and 7, and Block 163, Lot 42.

Property. The property consists of the land and all the buildings and structures on the land in the State of New Jersey. The legal description is:

See **Exhibit A** description attached hereto and made a part hereof.

Together with all of Grantor's right, title and interest in and to all buildings and improvements erected thereon, and all tenements, hereditaments and appurtenances thereto.

This conveyance is made subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record, and such state of facts as an accurate survey would reveal.

Being the same premises conveyed to Grantor by the following instruments:

PARCELS A & B:

A. Deed dated April 1, 1980 and recorded April 21, 1980 in Deed Book 3465, Page 86.

1531374
Plaza Hotel Deed

B. Deed dated January 4, 1980 and recorded January 10, 1980 in Deed Book 3434, Page 326.

C. Deed dated July 10, 1979 and recorded July 20, 1979 in Deed Book 3369, Page 186 and which was corrected by Deed dated June 24, 1980 and recorded July 15, 1980 in Deed Book 3491, Page 256.

D. Deed from General Casino Corporation dated June 26, 1980 and recorded July 15, 1980 in Deed Book 3491, Page 261.

E. Deed from Joseph Bozzi, Jr., Executor of the Estate of Frank Bozzi, dated June 26, 1980 and recorded July 10, 1980 in Deed Book 3490, Page 112.

PARCELS C, D & E:

A. Vacation Ordinance #17 of 1982 adopted March 11, 1982 by The Board of Commissioners of City of Atlantic City and recorded July 13, 1982 in Deed Book 3700, Page 341. Ordinance #36 of 1982 adopted December 10, 1982 by the City of Atlantic City and unrecorded, amends the land description in Ordinance #17 of 1982, which description pertains to the easement for construction and maintenance of supporting columns.

B. Deed from City of Atlantic City dated May 3, 1982 and recorded May 7, 1982 in Deed Book 3685, Page 128 evidencing vacation of a portion of the air rights above easterly half of Mississippi Avenue; said Deed erroneously designates the nature of Plaza as a "joint venture" and contains errors in the description.

C. Corrective Deed from City of Atlantic City dated May 3, 1982 and corrected June 28, 1982 and recorded July 13, 1982 in Deed Book 3701, Page 1, which corrects the designation of the nature of Plaza as a "partnership of New Jersey" and corrects the description.

D. Deed from City of Atlantic City dated May 3, 1982 and recorded May 7, 1982 in Deed Book 3685, Page 105 conveying a portion of the air rights above the westerly half of Mississippi Avenue; said deed erroneously designates the nature of Plaza as a "joint venture."

E. Corrective Deed from City of Atlantic City dated May 3, 1982 and corrected June 29, 1982 and recorded July 13, 1982 in Deed Book 3701, Page 13, which corrects the designation of the nature of Plaza as "a partnership of New Jersey," and corrects conditions in Deed Book 3685, Page 105.

F. Easement from City of Atlantic City dated June 1, 1982 and recorded June 8, 1982 in Deed Book 3693, Page 56 for supporting columns (for an elevated structure) on and above the westerly half of Mississippi Avenue; said easement omits the state of which Plaza is a partnership and contains errors in the description.

G. Corrective Easement from City of Atlantic City dated June 1, 1982 and corrected June 29, 1982 and recorded July 13, 1982 in Deed Book 3701, Page 25 which corrects the omission and the description in Deed Book 3693, Page 56.

H. Ordinance #68 of 1983 adopted November 9, 1983 by the City of Atlantic City grants authority and permission to construct and maintain bridges and to create a private right-of-way

Type of Deed. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper authorized signatory as of the date at the top of the first page.

WITNESS:

GRANTOR:
PLAZA HOTEL MANAGEMENT
COMPANY, a New Jersey partnership

Ying Sears
Ying Sears

By: Jason Haim
Name: Jason Haim
Title: Authorized Signatory

STATE OF Florida)
COUNTY OF Miami Dade) ss.:

I CERTIFY that on the 29th day of November, 2018, **JASON HAIM** came before me and acknowledged under oath, to my satisfaction that:

- (a) he is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as the authorized act and deed of Plaza Hotel Management Company, a New Jersey partnership; and
- (c) made this Deed for \$3,000,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (such consideration is defined in N.J.S.A. 46:15-5.1).

Evelyn Langlieb Greer
Notary Public

RECORD & RETURN TO:

Levine, Staller, Sklar, Chan & Brown PA
3030 Atlantic Avenue
Atlantic City, New Jersey 08401
Attention: Michael Sklar, Esq.



Evelyn Langlieb Greer
COMMISSION # GG273049
EXPIRES: February 26, 2023
Bonded Thru Aaron Notary

EXHIBIT "A"

LEGAL DESCRIPTION

File No: 79898NF-01

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in City of Atlantic City, Atlantic County, and State of New Jersey being more particularly described as follows:

PARCEL (A):

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PACIFIC AVENUE (60 FEET WIDE) AND THE EASTERLY LINE OF MISSISSIPPI AVENUE (50 FEET WIDE) AND EXTENDING THENCE

1. NORTH 62 DEGREES 32 MINUTES EAST IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE 114 FEET THENCE

2. SOUTH 27 DEGREES 28 MINUTES EAST PARALLEL WITH MISSISSIPPI AVENUE 129.17 FEET THENCE

3. SOUTH 62 DEGREES 32 MINUTES WEST PARALLEL WITH PACIFIC AVENUE 18.1 FEET THENCE

4. SOUTH 27 DEGREES 28 MINUTES EAST PARALLEL WITH MISSISSIPPI AVENUE 47.83 FEET THENCE

5. NORTH 62 DEGREES 32 MINUTES EAST PARALLEL WITH PACIFIC AVENUE 54.1 FEET TO THE WESTERLY LINE OF COLUMBIA PLACE, (50 FEET WIDE); THENCE

6. SOUTH 27 DEGREES 28 MINUTES EAST IN AND ALONG THE WESTERLY LINE OF COLUMBIA PLACE, 97.5 FEET THENCE

7. SOUTH 62 DEGREES 32 MINUTES WEST PARALLEL WITH PACIFIC AVENUE 74.59 FEET THENCE

8. SOUTH 19 DEGREES 35 MINUTES EAST 2.63 FEET TO A POINT DISTANT 75.05 FEET EASTWARDLY FROM THE EASTERLY LINE OF MISSISSIPPI AVENUE THENCE

9. SOUTH 62 DEGREES 32 MINUTES WEST PARALLEL TO PACIFIC AVENUE 75.05 FEET TO THE EASTERLY LINE OF MISSISSIPPI AVENUE THENCE

10. NORTH 27 DEGREES 28 MINUTES WEST IN AND ALONG THE EASTERLY LINE OF MISSISSIPPI AVENUE 277.1 FEET TO THE POINT AND PLACE OF BEGINNING.

**FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 2234 Pacific Avenue.**

BEING Block: 39, Lot: 2

PARCEL (B):

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF MISSISSIPPI

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Commitment for Title Insurance
Adopted 08-01-2016 Technical Corrections 04-02-2018**

**NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU**

**NJRB 3-09
Last Revised: 7/1/18**

AVENUE (50 FEET WIDE) AND THE NORTHERLY LINE OF PACIFIC AVENUE (60 FEET WIDE); AND EXTENDING THENCE

1. SOUTH 62 DEGREES 32 MINUTES WEST IN AND ALONG THE NORTHERLY LINE OF PACIFIC AVENUE 60 FEET TO A POINT; THENCE

2. NORTH 27 DEGREES 28 MINUTES WEST PARALLEL WITH MISSISSIPPI AVENUE 80 FEET TO A POINT; THENCE

3. SOUTH 62 DEGREES 32 MINUTES WEST PARALLEL WITH PACIFIC AVENUE 40 FEET TO A POINT; THENCE

4. NORTH 27 DEGREES 28 MINUTES WEST PARALLEL WITH MISSISSIPPI AVENUE 70 FEET TO A POINT; THENCE

5. NORTH 62 DEGREES 32 MINUTES EAST PARALLEL WITH PACIFIC AVENUE 100 FEET TO THE WESTERLY LINE OF MISSISSIPPI AVENUE THENCE

6. SOUTH 27 DEGREES 28 MINUTES EAST IN AND ALONG THE WESTERLY LINE OF MISSISSIPPI AVENUE 150 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 2301 Pacific Avenue.

BEING Block: 163, Lot: 42

PARCEL (C): PORTION OF AIR RIGHTS ABOVE EASTERLY HALF OF MISSISSIPPI AVENUE

BEGINNING AT THE SOUTHEASTERLY CORNER OF PACIFIC AVENUE (60 FEET WIDE) AND MISSISSIPPI AVENUE (50 FEET WIDE), AND EXTENDING THENCE

1. SOUTH 27 DEGREES 28 MINUTES EAST, IN AND ALONG THE EASTERLY LINE OF MISSISSIPPI AVENUE, 277.10'; THENCE

2. SOUTH 62 DEGREES 32 MINUTES WEST, PARALLEL WITH PACIFIC AVENUE, 25' TO THE CENTERLINE OF MISSISSIPPI AVENUE; THENCE

3. NORTH 27 DEGREES 28 MINUTES WEST, ALONG THE CENTERLINE OF MISSISSIPPI AVENUE, 277.10' TO THE SOUTHERLY LINE OF PACIFIC AVENUE; THENCE

4. NORTH 62 DEGREES 32 MINUTES EAST, IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE 25' TO THE POINT AND PLACE OF BEGINNING.

PARCEL (D): PORTION OF AIR RIGHTS ABOVE WESTERLY HALF OF MISSISSIPPI AVENUE

BEGINNING AT THE SOUTHWESTERLY CORNER OF PACIFIC AVENUE (60 FEET WIDE) AND MISSISSIPPI AVENUE (50 FEET WIDE), AND EXTENDING THENCE

1. NORTH 62 DEGREES 32 MINUTES EAST, IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE, 25' TO THE CENTERLINE OF MISSISSIPPI AVENUE; THENCE

2. SOUTH 27 DEGREES 28 MINUTES EAST, IN AND ALONG THE CENTERLINE OF MISSISSIPPI

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NEW JERSEY LAND TITLE
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NJRB 3-09
Last Revised: 7/1/18

AVENUE, 277.10'; THENCE

3. SOUTH 62 DEGREES 32 MINUTES WEST, PARALLEL WITH PACIFIC AVENUE, 25' TO THE WESTERLY LINE OF MISSISSIPPI AVENUE; THENCE

4. NORTH 27 DEGREES 28 MINUTES WEST, IN AND ALONG THE WESTERLY LINE OF MISSISSIPPI AVENUE, 277.10' TO THE POINT AND PLACE OF BEGINNING.

BEING IN AN AREA ABOVE THE HORIZONTAL PLANE OF MISSISSIPPI AVENUE BETWEEN ELEVATION 30.00 FEET AND ELEVATION 70.00 FEET SAID ELEVATIONS IN REFERENCE TO U.S.C AND G.S.DATUM (ELEVATION 0.00'=MEAN SEA LEVEL). TOGETHER WITH AN EASEMENT IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF SUPPORTING COLUMNS (FORAN ELEVATED STRUCTURE) ON AND OVER THE FOLLOWING DESCRIBED LANDS LOCATED WITHIN THE EXTENDED PERPENDICULAR PLANES OF THE ABOVE DESCRIBED AIR RIGHTS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF PACIFIC AVENUE (60 FEET WIDE) AND MISSISSIPPI AVENUE (50 FEET WIDE) AND EXTENDING THENCE

1. NORTH 62 DEGREES 32 MINUTES EAST, IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE, 15.00 FEET; THENCE

2. SOUTH 27 DEGREES 28 MINUTES EAST, PARALLEL WITH MISSISSIPPI AVENUE, 277.10 FEET; THENCE 3. SOUTH 62 DEGREES 32 MINUTES WEST, PARALLEL WITH PACIFIC AVENUE, 8.00 FEET; THENCE

4. NORTH 27 DEGREES 28 MINUTES WEST, PARALLEL WITH MISSISSIPPI AVENUE, 257.10 FEET; THENCE

5. SOUTH 62 DEGREES 32 MINUTES WEST, PARALLEL WITH PACIFIC AVENUE, 7.00 FEET TO THE WESTERLY LINE OF MISSISSIPPI AVENUE; THENCE

6. NORTH 27 DEGREES 28 MINUTES WEST, IN AND ALONG THE WESTERLY LINE OF MISSISSIPPI AVENUE, 20.00 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL (E): PACIFIC AVENUE SKYWAY CONNECTION

BEGINNING AT A POINT IN THE NORTHERLY LINE OF PACIFIC AVENUE (60 FEET WIDE), DISTANT 35.60 FEET EASTWARDLY FROM THE EASTERLY LINE OF MISSISSIPPI AVENUE (50 FEET WIDE); AND EXTENDING THENCE

1. NORTH 62 DEGREES 32 MINUTES EAST, IN AND ALONG THE NORTHERLY LINE OF PACIFIC AVENUE, 30.00 FEET; THENCE

2. SOUTH 27 DEGREES 28 MINUTES EAST, CROSSING PACIFIC AVENUE AND PARALLEL WITH MISSISSIPPI AVENUE, 60.00 FEET TO THE SOUTHERLY LINE OF PACIFIC AVENUE-E; THENCE

3. SOUTH 62 DEGREES 32 MINUTES WEST, IN AND ALONG THE SOUTHERLY LINE OF PACIFIC AVENUE, 30.00 FEET; THENCE

4. NORTH 27 DEGREES 28 MINUTES WEST, CROSSING PACIFIC AVENUE, PARALLEL WITH MISSISSIPPI AVENUE, 60.00 FEET TO THE NORTHERLY LINE OF PACIFIC AVENUE AND THE

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Commitment for Title Insurance

Adopted 08-01-2016 Technical Corrections 04-02-2018

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 7/1/18

POINT AND PLACE OF BEGINNING.

**BETWEEN ELEVATION 30.00 FEET AND ELEVATION OF 60.00 FEET ELEVATIONS ARE IN
REFERENCE TO U.S.C. AND G.S. DATUM (ELEVATION 0.00'=MEAN SEA LEVEL).**

**FOR INFORMATIONAL PURPOSES ONLY:
BEING Air Rights Pacific Avenue.**

BEING Block: 39, Lot: 7

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Adopted 08-01-2016 Technical Corrections 04-02-2018

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 7/1/18



State of New Jersey

Seller's Residency Certification/Exemption

(Please Print or Type)

SELLER(S) INFORMATION:Name(s) **PLAZA HOTEL MANAGEMENT COMPANY**Current Street Address **c/o Stanoff Corporation, 5800 SW 97th Street**City, Town, Post Office Box **Miami** State **FL** Zip Code **33156****PROPERTY INFORMATION:**Block(s) **39 and 163** Lot(s) **2, 7 and 42** Qualifier _____Street Address **2234 Pacific Avenue, 2301 Pacific Avenue**City, Town, Post Office Box **Atlantic City** State **NJ** Zip Code **08401**Seller's Percentage of Ownership **100 %** Total Consideration **\$3,000,000.00**Owner's Share of Consideration **\$3,000,000.00** Closing Date **12/6/18****SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Non-residents):**

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
Jason Haim, Authorized Signatory

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY }
COUNTY FLORIDA } SS. County Municipal Code
MIAMI DADE } 0102

Municipality of Property Location: Atlantic City

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____ †
Date _____ By _____

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 3 and 4 attached)

Deponent, Jason Haim (Name), being duly sworn according to law upon his/her oath, deposes

and says that he/she is the Authorized Signatory of Grantor in a deed dated 12/6/18

(Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 39 and 163, Lot No. 2, 7 and 42 located at
Atlantic City, New Jersey and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION: \$3,000,000.00 (Instructions 1 and 5) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class (4A) 4B 4C. If property transferred is Class 4A, calculation in Section 3A below is required.
(circle one)

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 5A and 7)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation
\$2,210,000.00 ÷ 110.98 % = \$ 2,210,000.00

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Instruction 9)

- ☐ Grantor(s) 62 years of age or over* ☐ Resident of the State of New Jersey
☐ Owned and occupied by grantor(s) at time of sale ☐ Owners as joint tenants must all qualify
☐ One- or two-family residential premises

B. BLIND PERSON (Instruction 9)

- ☐ Grantor(s) legally blind*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey

☐ Owners as joint tenants must all qualify
* IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

DISABLED PERSON (Instruction 9)

- ☐ Grantor(s) permanently and totally disabled*
☐ Grantor(s) receiving disability payments*
☐ Grantor(s) not gainfully employed*
☐ Owned and occupied by grantor(s) at time of sale
☐ One- or two-family residential premises
☐ Resident of the State of New Jersey
☐ Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

- ☐ Affordable according to HUD standards ☐ Reserved for occupancy
☐ Meets income requirements of region ☐ Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

- ☐ Entirely new improvement ☐ Not previously occupied
☐ Not previously used for any purpose ☐ "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 5, 12 and 14)

- ☐ No prior mortgage assumed or to which property is subject at time of sale
☐ No contributions to capital by either grantor or grantee legal entity
☐ No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 29 day
of November, 20 18

Signature of Deponent
5800 SW 97th Street
Miami, FL 33156

Deponent Address

XXX-XX-X 5 5 2
Last 3 digits in Grantor's Soc. Sec. No.

Plaza Hotel Management Company

Grantor Name

5800 SW 97th Street
Miami, FL 33156

Grantor Address at Time of Sale

Surety Title Company, LLC
Name/Company of Settlement Officer

Evelyn Langlieb Greer
COMMISSION # GG273049
EXPIRES February 26, 2023
Notary Public for the State of New Jersey
by Seller when Section 3A is completed to:

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.

Commission expires 2/26/23

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

Consideration \$ _____
 RTF paid by buyer \$ _____
 Date _____ By _____

COUNTY Atlantic

SS. County Municipal Code
0102

MUNICIPALITY OF PROPERTY LOCATION City of Atlantic City

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

XX XX-XX-XX 467

Last three digits in grantee's Social Security Number

Deponent, Susan L. Hacker, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the Officer of Title Company in a deed dated December 6, 2018 transferring

(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

and 163 and 42 located at 2341 Pacific Avenue, Atlantic City NJ
 real property identified as Block number 39 Lot number 2, 7 and annexed thereto.
08401 (Street Address, Town)

(2) CONSIDERATION \$3,000,000.00 (See Instructions #1, #5 and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

☐ Class 2 - Residential☒ Class 4A - Commercial properties☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property

(if checked, calculation in (E) required below)

☐ Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.☐ Property class. Circle applicable class or classes: 1 3B 4B 4C 15

Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15: Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)

☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and **MUST ATTACH COMPLETED RTF-4.**

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

☐ Property class. Circle applicable class or classes:

1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation
 Property Class 4A \$ 2,210,000.00 ÷ 110.98 % = \$ 2,210,000.00
 Property Class _____ \$ _____ ÷ _____ % = \$ _____
 Property Class _____ \$ _____ ÷ _____ % = \$ _____
 Property Class _____ \$ _____ ÷ _____ % = \$ _____

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me

this 6 day of Dec, 2018

Susan L. Hacker
 Signature of Deponent
Susan L. Hacker
1555 Zion Road
 Deponent Address
Northfield, NJ 08225

IEP AC PLAZA LLC

Grantee Name
767 Fifth Avenue, 47th Fl
New York, NY 10022
 Grantee Address at Time of Sale

Susan L. Hacker/Surety Title Company, LLC
 Name/Company of Settlement Officer

SHERY G. CUMMINGS
 Notary Public, State of New Jersey
 My Commission Expires
 October 19, 2019

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
 PO BOX 251
 TRENTON, NJ 08695-0251
 ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
 Deed Number _____ Book _____ Page _____
 Deed Dated _____ Date Recorded _____

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml